

AGREEMENT

BETWEEN

**STATE OF RHODE ISLAND,
RHODE ISLAND JUDICIARY,
ADMINISTRATIVE OFFICE OF STATE COURTS**

AND

**RHODE ISLAND COUNCIL 94, A.F.S.C.M.E.
AFL-CIO**

July 1, 2009 through June 30, 2012

AGREEMENT

This Agreement is hereby entered into this 9th day of July, 2010 by and between the State of Rhode Island, Rhode Island Judiciary, Administrative Office of State Courts, hereinafter referred to as AOSC, and Rhode Island Council 94, A.F.S.C.M.E., AFL-CIO, hereinafter referred to as the Union.

PURPOSE

It is the purpose of this Agreement to carry out the policy of the Rhode Island Judiciary by encouraging a more harmonious and cooperative relationship between AOSC and its employees by providing for procedures which will facilitate free and frequent communication between AOSC and its employees. By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service to the people of the State of Rhode Island, and agree further that high morale and good personnel relations through a stabilized Union relationship are essential to carry out this end.

ARTICLE 1 RECOGNITION

1.1 The AOSC hereby recognizes the Union for the purposes of this Agreement as the sole and exclusive bargaining agent for all State employees in the Family Court as described in EE-3710 with regard to wages, hours, and working conditions for whom Rhode Island Council 94, A.F.S.C.M.E., AFL-CIO are currently certified to represent by the decision of the State Labor Relations Board.

Upon termination of the Council 94 certification for this bargaining unit, the provisions of this Contract shall be automatically terminated. The terms of this Collective Bargaining Agreement are non-transferable and non-assignable. The following is a list of the certificate number currently represented by Council 94: EE-3710

ARTICLE 2 NON-DISCRIMINATION CLAUSE

2.1 AOSC and the Union agree not to discriminate against any member of the bargaining units covered by this Agreement because of race, religion, creed, color, sex or sexual orientation, gender identity or expression, age, physical or mental disability, marital status, country of ancestral origin, political beliefs, or affiliations and/or membership in any lawful organization.

2.2 AOSC agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of their right to bargain collectively through the Union, or on account of their membership in, or activities on behalf of the Union.

2.3 The Union shall not discriminate against any employee in the administration of this agreement because of non-membership in the Union.

2.4 Nothing in this Agreement shall be construed so as to prevent compliance with any obligation imposed by the Americans With Disabilities Act of 1990, as amended.

ARTICLE 3 UNION SECURITY & DUES DEDUCTION

3.1 The State Controller shall deduct Union dues from the wages of all members within the respective bargaining units.

3.2 All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union, all employees who are hired hereafter in the classifications covered by this Agreement, shall become and remain members in good standing by the payment of regular monthly dues on the 31st day following the execution of this Agreement or the date of their employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement. Membership in the Union may be determined by each individual employee.

3.3 All non-members of the exclusive bargaining organization shall pay to the exclusive organization a service charge as a contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the regular bi-weekly membership dues of said organization.

3.4 The State Controller shall forward all deductions covered by this agreement to Rhode Island Council 94, A.F.S.C.M.E., AFL-CIO on a bi-weekly basis.

3.5 The State Controller shall deduct back dues from any arbitration award in the case of a suspension or discharge which has been overturned by an arbitrator, and shall remit the amount to Council 94, A.F.S.C.M.E.

3.6 AOSC recognizes the Union's ability to increase dues lawfully and in accordance with its constitution and by-laws, and upon written representation by the Union that dues have been lawfully increased and in accordance with its constitution and by-laws, AOSC agrees to have the appropriate adjustment to the amount of dues deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee as required by law.

The Union shall indemnify and save AOSC harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by AOSC in reliance upon the Union's representation that its dues have been lawfully increased and in accordance with the Union's constitution and by-laws or for the purpose of complying with any of the provisions of this Article.

3.7 The appointing authority shall give written notice to the Treasurer of the Union of all new employees within the respective bargaining unit who become eligible for membership in the Union. Said notice shall be given monthly and shall include the employee's name, address, social security number, date of hire, classification, work assignment and location.

3.8 P.E.O.P.L.E. DEDUCTIONS Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the employer will deduct from the pay of such employee those P.E.O.P.L.E. contributions authorized by the employee.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operations of the Judiciary and the employees are vested solely in AOSC/Family Court.

For example, but not limited thereto, the employer shall have the exclusive rights subject to the provisions of this agreement and consistent with the applicable laws and regulations:

- A. To direct employees in the performance of the duties of their positions;
- B. To hire, promote, transfer, assign, and retain employees in positions within the bargaining units and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operations entrusted to it;
- D. To determine the methods, means and personnel by which such operations are to be conducted;
- E. To relieve employees from duties because of lack of work or for other legitimate reasons;
- F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e. an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.
- G. Developing and implementing rules, regulations and/or personnel policies not inconsistent with the express terms of this Agreement.

**ARTICLE 5
HOURS OF WORK**

5.1 It is hereby agreed that there shall be three basic work weeks as follows:

1. A 35 hour work week (5 consecutive days of 7 consecutive hours each), exclusive of unpaid lunch periods.
2. A 40 hour work week (5 consecutive days of 8 consecutive hours each), exclusive of paid lunch periods.

Non-Standard, non-exempt work week: Employees so classified by the State Court Administrator or his designee who work more than forty (40) hours in a work week shall receive overtime pay at time and one half for all hours worked in excess of forty (40) hours exclusive of unpaid lunch periods. The number of hours in an employee's regular work week will not be increased as a consequence of this paragraph. Nothing in this agreement shall be construed to change existing work weeks.

Basic work weeks which include Saturday or Sunday or both Saturday and Sunday will be limited to only new or vacant positions. If the number of bidders are insufficient to fill such positions, involuntary changes in scheduled work hours will be subject to the provisions of Section 5.2 of this Article.

5.2 In the event it becomes necessary to change the scheduled work hours in any area, AOSC shall notify the Union's Executive Director, and the parties hereto shall make every effort to agree mutually on the hours for such schedules and fix the hours subject to the grievance procedure and arbitration provisions of this Agreement. In the event that a new schedule for hours of work is agreed upon, that schedule shall be posted and bid upon in accordance with the seniority provisions of this Agreement. If the hours are not agreed to, then the issue shall be submitted to expedited arbitration.

5.3 Employees shall be granted a fifteen minute break during the first half and the second half of their work day. All employees shall be granted a meal period of not less than one-half hour duration nor more than one hour duration during each work day to be determined by the work day schedule that applies.

5.4 No employee who has performed work before or after scheduled shift hours will have the right or will be required by the Family Court/AOSC, by reason thereof, to take time off to equalize their working hours.

5.5 When an employee is required in writing by the appointing authority or their designee to work in a higher class of position for a period of more than three consecutive working days, such employee shall receive the lowest salary rate of that higher class, which will provide a pay increase of at least one step over their present rate retroactive to the first day of such assignment. Written authorization or direction to an employee to work in a higher class of position shall be given to the employee within

twenty-four hours of said direction, and an employee may refuse such assignment if said employee does not receive such written notice or authorization.

5.6 Flex-time agreements may be negotiated by the Family Court.

ARTICLE 6 TEMPORARY SERVICES

AOSC may employ temporary employees to perform bargaining unit work.

6.1. The term temporary employee shall mean an individual employed for a limited period of time or an individual employed as a replacement for an employee or employees on authorized leave for the duration of said leave. The parties agree that current contract employees listed in Appendix A are not considered temporary employees as that term is defined in this Article.

6.2. Temporary employees shall be paid at the first step of the pay plan for the classification in which they are employed and shall receive no benefits (e.g. health insurance).

6.3. Temporary employees shall accrue seniority and shall be eligible to bid for vacant positions after all other employees represented by Council 94 under this Agreement have exhausted their bidding rights.

6.4. Temporary employees shall remain "at will" employees and shall not be covered by the contract except for compliance with the pay provision and the right to bid for a vacant position.

6.5. There shall be a cap of five (5) temporary employees under the Agreement, excluding contract employees as referenced elsewhere in this Agreement. If the union alleges that agreement on the use of temporary employees is not being followed by AOSC the Union may submit the dispute to binding arbitration.

6.6. When the appointing authority hires a temporary employee pursuant to the agreement, the President of the Local Union will be notified.

ARTICLE 7 SALARY SCHEDULE

7.1 WAGES.

Wage Schedule

a. There shall be an across-the-board base wage increase of 2.5% effective July 1, 2009.

b. There shall be an across-the-board base wage increase of 3% effective January 2, 2011.

c. There shall be an across-the-board base wage increase of 3% effective July 19, 2011.

7.2a Each employee, who has successfully completed a four-course curriculum approved in advance by the State Court Administrator or designee, shall be entitled to a one-step pay increment next above their current base step (or if the employee is at the maximum of the grade, an increment equal in the amount to the difference between the last step in the pay range and that step immediately prior to it.)

7.2b 1. All signed employee requests for incentive credit for Judicial related courses must be submitted to the Judiciary's Employee Relations Office at least twenty-one (21) days before the start date of the course for approval by the State Court Administrator. The State Court Administrator must receive the request at least seven (7) days in advance of the course start date.

2. If the Appointing Authority approves an employee's request for incentive credit, OTD will send the employee at the employee's home or work address a notice of approval. It is the employee's responsibility to check with OTD if an approval letter is not received.

3. If an employee is denied approval for incentive credit by his/her Appointing Authority, (s)he will receive a disapproval notice, and may request a review by the State Court Administrator or his or her designee within AOSC within fourteen (14) days of the mailing of the disapproval notice. The request for review must include additional documentation, reasons, or arguments supporting the request.

4. It is the employee's responsibility to address and resolve any problems, differences, disagreements, make-up or paperwork requirements related to any course within one (1) year of the course start date.

7.3c 1. Persons employed prior to July 1, 2001 may retain the increment provided for in 6. 4a but shall be eligible for only one such increment, under the Incentive In-Service Training Program, during the course of his/her employment with AOSC.

2. A person employed prior to July 1, 2001 may become eligible for multiple increment payments under Paragraph 3 by submitting to AOSC Office of a written form giving up career increment retention under Paragraph 1.

3. Persons first employed on or after July 1, 2001 shall be eligible to earn an unlimited number of additional increments during their careers, subject to the following:

a. Each earned increment shall be retained for not more than four (4) years;
and

b. Each employee shall be eligible to earn additional increments, under the Incentive In- Service Training Program, by commencing additional training three years or more after final payment of the previously earned increment.

7.4 The following schedule sets forth the pay plan, including step increases for each grade in the pay plan. Classification title and grade levels shall be as set forth in Appendix B, Salary Schedules and Grade Levels.

7.5 Overpayments/Fast Track Arbitration

a. In the event an employee is overpaid for any reason, AOSC shall provide documentation concerning the overpayment to the employee and, upon request of the employee, to the president of his/her local union. The amount of the overpayment shall be repaid to AOSC by payroll deduction. If the amount of the overpayment is less than 10% of the employee's net bi-weekly pay, AOSC may recoup the entire payment in one lump sum. If the overpayment exceeds 10% of the employee's bi-weekly pay, AOSC may recoup the over payment in installments not to exceed 10% of the employee's net bi-weekly pay.

b. Any dispute between AOSC and the Union or between AOSC and any employee, regarding the amount of any overpayment of wages, shall be submitted to fast-track arbitration as described herein. The arbitrator shall decide issues of fact and, if applicable, the appropriate remedy. If the arbitrator orders the employee to reimburse AOSC, the reimbursement shall be by payroll deduction in amounts ordered by the arbitrator.

1. **FAST TRACK ARBITRATION:** The parties will select from a panel of six (6) arbitrators, three (3) chosen by the Union and three (3) chosen by AOSC to hear cases under this provision on a rotating basis. The cost of arbitration shall be shared equally by the parties. A brief, summary decision shall be provided by the arbitrator within five (5) working days of hearing. The decision will be final and binding, but not precedential.

c. In the event that AOSC and employee agree as to the amount of wages the employee was overpaid, but disagree as to the reimbursement schedule, the payroll deduction reimbursement schedule shall be submitted to fast-track arbitration in accordance with b.1. above on a last best offer basis.

7.6 Pay Reduction

All employees shall receive a one day pay reduction (equivalent to ten percent (10%) of the bi-weekly total salary rate, excluding overtime) which will be effective for one (1) payroll period during June 2009 as designated by AOSC.

Employees so affected will be entitled to accrue one (1) additional day of paid leave during that payroll period. This leave will accrue to part-time employees on a pro rated basis.

Employees may request to discharge this additional paid leave during any payroll period following the payroll period in which it was earned and/or elect a monetary payment for that one day in the fiscal year beginning July 2010 and until June 30, 2012. Any hours not discharged or paid as of June 30, 2012 will be lost.

Balances of accrued vacation, sick and "deferred vacation" leave shall be paid at the pre-reduction rate of pay to employees who terminate or retire from State service during this salary reduction period.

Employees completing their in-service training incentive credits during the salary reduction period will be awarded the appropriate salary adjustment based on the pre-reduction rate of pay.

AOSC may waive the right to a pay reduction if there is sufficient funding.

ARTICLE 8 OVERTIME

8.1 It is agreed that when it becomes necessary for the efficient conduct of the business of AOSC, an appointing authority may direct or authorize overtime work with the approval of the State Court Administrator or designee.

8.2 Overtime work shall be defined as the required performance of work in excess of the established work week.

8.3 Compensation for overtime work shall not be paid to employees in the non-standard category.

8.4 Time and one-half shall be paid in each and any of the following instances, and each instance shall not be dependent on any other instance, but there shall be no pyramiding or duplication of overtime.

All work performed in excess of forty hours and, in those classes of position in which it is applicable, all work performed in excess of thirty-five hours in any week, with the following exception:

When funds become unavailable to pay wages for work performed between thirty-five and forty hours for employees in a thirty-five hour work week, compensatory time shall be credited to the affected employee at the rate of one and one-half times such hours. However, in any event, an employee may elect to take compensatory time in lieu of wages for the hours between thirty-five and forty. The discharge of such compensatory time must be scheduled and approved by the Appointing Authority and cannot require the use of overtime work by other employees to cover such absence. Any employee who accrues compensatory time must discharge such compensatory time in the same fiscal year in which it is earned.

Employees who accrue compensatory time must use such compensatory time within the fiscal year accrued. Unused compensatory time will be automatically paid to employees at the end of each fiscal year.

8.5 Whenever an employee is required to work on a holiday designated in this agreement, which falls on their regularly scheduled workday, they shall be credited with the number of hours in their official work schedule for that day, plus the number of hours actually worked at the rate of one and one-half times.

8.6 Overtime work is to be made a matter of record and distributed fairly and equitably among employees capable of performing the work in their respective Court and class of position. A record of overtime work will be furnished to the Union within a reasonable period of time (not to exceed 2 weeks) after the completion of each month.

8.7 Hours which are paid for, but not actually worked, except sick leave in accordance with R.I.G.L. 36-4-63, shall be counted as hours worked for purposes of overtime compensation.

8.8 Overtime shall be offered to employees on the basis of their seniority in their classification within the Court in which they are employed. An employee offered overtime will be excused at their request, provided authorized personnel are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until their name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and Court in which overtime work is assigned voluntarily accept the assignment, Family Court may direct and require employees within the classification to perform the work. Such required overtime assignments shall be made in the reverse order of seniority.

8.9 No employee shall be required to work more than sixteen consecutive hours except in a State emergency.

ARTICLE 9 HOLIDAYS

9.1 The following shall constitute the official holidays for the purpose of this Agreement: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Election Day (any day on which a general election of State officers is held), Christmas Day and any day which the Governor or the General Assembly designate as a holiday.

9.2 If a holiday falls on a regularly scheduled work day, the employee shall be entitled to the day off and shall be credited with the number of hours in their official work schedule for the day.

9.3 Whenever an employee in a standard work week (35 hours or 40 hours weekly) or non-standard employee is required to work on a holiday which falls on their regularly scheduled work day, they shall be credited with the number of hours in their

official work schedule for that day, plus the number of hours actually worked. The Hours actually worked shall be compensated at the rate of one and one-half times. This provision as it applies to non-standard employees shall be effective upon ratification of the contract.

9.4 If a holiday falls on one of an employee's regularly scheduled days off, they shall be credited with the number of hours for one day in their official work schedule. The hours so credited for this day shall not be used in the computation of overtime.

9.5 If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for their absence on that date.

9.6 In the event that any holiday listed in Section 9.1 is eliminated by legislative action and a new holiday is not substituted for the holiday that was eliminated during the same legislative session, AOSC agrees to add one additional day of Personal Leave.

ARTICLE 10 INCLEMENT WEATHER/EMERGENCY

10.1 In the event that the Governor or designee declares a weather/public safety state of emergency or the Chief Justice or designee determines that an emergency situation exists, said emergency will apply to the Judiciary employees; in all other circumstances any determination as to operation, closure, etc shall be at the sole discretion of the Chief Justice. In any of the above situations the following provisions shall apply:

1. AOSC shall determine the designated starting time of the emergency.
2. Employees who are either DIRECTED to leave their work place early or are excused from traveling to work shall be REQUIRED to discharge vacation leave, personal leave, FURLOUGH TIME or sick leave or leave without pay, SELECTION OF WHICH LEAVE TO BE at the employee's discretion. An employee who elects to discharge sick leave may discharge up to a maximum of two (2) sick days per calendar year for such events.
3. Employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked commencing at the designated starting time of the emergency as determined by AOSC.
4. In the event that employees are either DIRECTED to leave their work place early or are excused from traveling to work in accordance with this Article, Section 10.1.3 shall only apply to employees at the affected work place.
5. Whenever court sessions for the public are canceled due to inclement weather, all staff members, including judicial officers, are required to report to work. Any employee who is unable to report to work or is unable to complete a work schedule, the

absence must be recorded as either vacation leave, personal leave, FURLOUGH TIME or leave without pay at the employee's option.

Under no conditions are employees to be released from work without the express approval of the Chief Justice, State Court Administrator or his or her designee, including early closings, late openings, or other shutdowns of Judiciary operations.

ARTICLE 11 SENIORITY

11.1 The parties agree to recognize seniority as defined in the following manner:

Primary Seniority is the length of service within a class of position in the Family Court.

Secondary Seniority is the length of service in which an employee has worked in the next lower rated position in the classification hierarchy in the Family Court.

State Seniority is the length of service in which an employee has worked for the State of Rhode Island.

11.2 It is hereby agreed that the parties hereto recognize primary seniority in all cases of days off, vacation time and holiday time within the bargaining unit and office/Division to which the employee is assigned.

11.3 All new and vacant positions to which recruitment is to be initiated shall be posted on bulletin boards in all work areas within the bargaining unit for a period of seven (7) calendar days and notice of such vacancies shall be sent to the Union at the time of the posting. The list of said vacancies shall also be sent to the Executive Director of Council 94 at the time of posting. Employees who apply for such vacancies shall make a request in writing to the appropriate administrative officer of the Family Court where the vacancy exists not later than three days after the posting period has ended. The Union recognizes the right of AOSC to consider Affirmative Action factors when hiring new employees for any position.

11.4 All new and vacant positions shall be filled from among the top 3 senior qualified employees within the Family Court bargaining unit. Determination as to qualifications and selection of the successful bidder shall be made by Family Court

LAY-OFFS:

Whenever AOSC/Family Court decides on a layoff of persons covered by this Agreement, including a layoff due to job abolishment, such layoff must be reviewed and approved by the State Court Administrator of the Judiciary. All such layoffs shall be managed by the AOSC. Notification to the Executive Director of AFSCME, Council 94 will be sent fifteen (15) calendar days prior to sending any layoff notice. The following rules will apply to selection for layoff, bumping, and recall:

In the event a reduction in forces is required and implemented by the AOSC, the most junior employee in the bargaining unit, in the Court of appointment by class of position shall be subject to layoff. The employee thus affected may exercise his/her seniority in his/her Court of Appointment in any equal or lower rated classification provided he/she has the ability to perform the duties of the classification (bump). Ability to perform the duties of the classification shall mean the ability to perform the duties of the classification after a break in period of five (5) work days. Similarly, an employee who has been downgraded or laid off as a result of a reduction in forces shall be recalled to his/her former classification in accordance with his/her seniority.

A. In the event of layoffs, employees shall be laid off in the following order according to seniority:

1. Those with temporary status
2. Those with probationary status
3. Those with permanent status
4. Those with statutory status

B. Two weeks notice of layoff shall be given to the employee so affected. No provision of the collective bargaining agreement will prohibit overtime while a bargaining unit employee remains on layoff. No employees covered by any other Council 94 collective bargaining agreements with the State shall be permitted to bump employees covered by this Council 94 contract with the AOSC/Family Court. Any employee who has been laid off shall have his/her name placed on an appropriate reemployment list for three (3) years from the date of layoff. Seniority shall accrue to such employee while he/she is on the reemployment list. Recall notices shall be sent by certified mail, return receipt requested.

11.8 Recall Rights

A. Employees affected by a layoff action, including employees who bumped, will be placed on an appropriate recall list and shall be recalled in order of State Seniority.

B. An employee will have recall rights to a position in the same class in the bargaining unit which management intends to fill, from which the employee was laid off and exercised bumping rights. Any employee who refuses a recall to an unrestricted position will be removed from the recall list.

C. In addition, an employee who has been actually laid off and is on the recall list will have recall rights to any other position for which such employee is qualified and able to perform, in an equal or lower class, provided such employee has indicated in advance a desire and willingness for the job in "parameters" established at time of layoff, and subject to completion of a ninety (90) day probationary period in any class in which an employee has never had permanent status, with recourse to expedited

arbitration. An employee who refuses three (3) recall offers to unrestricted positions shall forfeit all recall rights.

D. No appointment may be made to any position covered by the Agreement in a class affected by a layoff set forth in the preceding paragraphs while an employee who has been laid off is available for recall and remains on the recall list.

E. The parties agree to make expedited arbitration without going through grievance procedure, the exclusive procedure for resolving disputes over layoff, bumping, and recall.

F. Recall notices shall be sent by certified mail, return receipt requested.

G. Unpaid sick leave and personal leave accruals as of the date of layoff will be frozen for three (3) years from date of layoff.

11.9 Probationary Period

A. i. Employees appointed to new positions shall serve a probationary period of six months, during which time, the appointing authority shall report to the State Court Administrator every sixty days concerning the work of the employee; and at the expiration of the probationary period, unless the appointing authority files with the State Court Administrator a statement in writing that the services of the employee, during the probationary period, have not been satisfactory and that it is desired that they not be continued in the service, they shall receive permanent status in their classification. Each new employee, not appointed from a list, shall be considered a temporary employee and also shall serve a probationary period of six months.

ii. Employees awarded promotional positions shall serve a probationary period of six months, during which time, the appointing authority shall report in writing to the State Court Administrator every sixty days concerning the work of the employee; and at the expiration of the probationary period, unless the appointing authority files with the State Court Administrator a statement in writing that the services of the employee, during the probationary period, have not been satisfactory and that it is desired that he/she be returned to the employee's former position, the employee shall remain in the promotional classification. At any time during the probationary period the employee may request, in writing, that he/she be returned to the position he/she occupied immediately prior to receiving the promotion and such request will be approved. Any employee who is involuntarily removed from a promotional position during or at the completion of the probationary period shall have the right to grieve such action pursuant to the grievance and arbitration provisions of this Agreement.

B. A probationary period shall not be required in the event of demotion.

C. Dismissal During Probationary Period

Any employee may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications or for the good of the service. It is

intended that probationary period in the above sentence shall mean the original probation and shall not apply to the probationary period served after a promotional appointment.

11.10 The six months probationary period shall mean one-hundred thirty days worked in the class of position in the Family Court to which an employee is initially assigned.

11.11 The Appointing Authority will attempt to fill all new and vacant positions within three pay periods after the bidding procedure is completed, and an employee has been selected for the position in question.

11.12 Seniority shall be considered broken for the following reasons only:

- a. When an employee has been discharged for just cause;
- b. When an employee voluntarily terminates their employment;
- c. When an employee fails to respond to a recall notice;
- d. When an employee fails to notify the departmental director of their absence from work within five working days, unless extenuating circumstances prohibit such notice;
- e. When an employee fails to renew a leave of absence;
- f. When an employee engages in other work without authorization while on leave of absence;
- g. When an employee is laid off in excess of three consecutive years.

11.13 The Union recognizes the Family Court's right to reorganize. If AOSC determines that the Family Court's actions constitute a reorganization, the following parameters shall be followed by the parties when a reorganization is necessitated by an Executive Order of the Chief Justice of the Supreme Court.

1. AOSC shall notify the Executive Director, and the President(s) of the affected bargaining unit at least fifteen (15) calendar days in advance of notification to bargaining unit members of its intention to reorganize.

2. The Union and AOSC shall meet immediately to review and discuss the plan for such reorganization and proposed alternatives or changes. The parties will attempt to develop a mutually acceptable procedure for dealing with bargaining unit members affected by AOSC's reorganization plan within thirty (30) days of the initial contact with the Executive Director of AFSCME Council 94. If no agreement is reached, the reorganization plan will proceed pursuant to this Article. The Union cannot grieve the inability of the parties to agree to a reorganization plan.

3. That plan shall include a thirty day notification to the affected employees.
4. Affected employees shall be given the right to bid on new assignments by primary seniority.
5. Any employees affected by reorganization that do not exercise seniority to fill any available assignment or vacancy without loss of pay will be allowed to bump the least senior employee not directly involved in the reorganization in classification within the bargaining unit. If the employee cannot bump the least senior employee in class, the employee will bump the least senior employee in any class, in the bargaining unit, which such employee is qualified and able to fill. The employee bumped shall take whatever comparable assignment or vacancy is available without loss of pay, by State seniority. The rights of the bumping employee and of the bumpee shall be to a position in an equal or lower class, but not in a higher class.
6. In cases where an entire operation is moved from one location to another, all affected employees will be redeployed.
7. In the event that the number of employees affected by reorganization exceeds the number of available assignments or vacancies, any layoffs will be governed by the terms of this Agreement.
8. Reclassification of existing bargaining unit classifications must be done through negotiations between the parties.
9. Any changes in shifts and/or days off only, shall not constitute a reorganization under this Article and must be done under Article 5 of this Agreement.

**ARTICLE 12
VACATIONS**

12.1 No employee shall receive any vacation until such employee has completed thirteen bi-weekly pay periods, but vacation credits shall accrue during such time. The following vacation days are credited on January 1 of each year:

- Employees with 6 mos. to 10 yrs. 2 days on January 1.
- Employees with 10 yrs. to 20 yrs. 4 days on January 1.
- Employees with 20 yrs. and over 9 days on January 1.
- The remaining entitled vacation is accrued throughout the year.

12.2 It is agreed that all employees covered by this Agreement shall receive a vacation with pay according to the following schedule:

Years of Service	Schedule
1. At least 6 months but not more than 5 years	10 working days

2.	At least 5 years but not more than 10 years	15 working days
3.	At least 10 years but not more than 15 years	18 working days
4.	At least 15 years but not more than 20 years	20 working days
5.	At least 20 years but not more than 25 years	26 working days
6.	25 years or more	28 working days

12.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to their vacation credits, such employee or their estate shall, upon such termination, be entitled to receive full pay for each hour of vacation to their credit as of the date of termination provided the employee has completed at least one full year of employment with the Court.

12.4 The appointing authority shall assign vacation leave with justice and equity, and once assigned, such leave shall be posted by the Family Court. All vacation leave is subject to the approval of the employee's supervisor or the Appointing Authority. Employees should make every effort to plan their vacation in advance.

12.5 Each employee shall be allowed to take at least two consecutive weeks of vacation at some time during the calendar year.

12.6 Should a question arise between employees as to when their vacation will be taken, the senior employees shall have preference. Notwithstanding the above, under no circumstances will a senior employee be allowed to displace a junior employee from the junior employee's selected vacation time once said time has been scheduled by the Department/selected by the junior employee.

12.7 Employees may be allowed to carry over from one year to another not more than the vacation time accrued and credited in two years. Provided however an employee shall only be allowed to be paid for one year of accrual under Article 12.3.

12.8 A record of all vacation time due shall be made available to any employee covered by this Agreement in the Court at least every two weeks (one week after payroll). A record of all vacation time due shall be given to all employees covered by this Agreement every three months.

ARTICLE 13 SICK LEAVE

13.1 Sick leave with pay shall be granted to employees covered by this agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to non-work related illness, injury or exposure to contagious disease and may include absence due to illness or death in the immediate family of the employee (per death) or necessary attendance upon a member of the immediate family who is ill. The definition of "Immediate Family" for the purpose of sick leave and bereavement leave shall include domestic partners of the same or opposite sex who have lived in the same household for at least one year and have made a commitment to continue to live as a family.

13.2 Employees, whose basic work week is thirty-five hours or in the non-standard category, shall accrue four hours for each bi-weekly period of service; employees, whose basic work week is forty hours, shall accrue five hours for each bi-weekly period of service.

13.3 When the total accumulation shall amount to 875 hours (125 days) for an employee assigned to a thirty-five hour schedule or a non-standard schedule and 1000 hours (125 days) for an employee assigned to a forty hour work schedule, no further credit shall accrue until the total shall have been reduced to less than the maximum.

13.4 When the service of an employee shall be terminated by retirement (mandatory, voluntary or involuntary), or death, such employee or their estate shall be entitled to receive full pay for each hour of accrued sick leave to their credit as of the date of termination, according to the following formula:

A 35 hour a week employee or a non-standard employee shall be entitled to receive a full pay for 50% of all accrued sick leave over 390 hours, up to and including 630 hours and full pay for 75% pay for all accrued sick leave over 630 hours, up to and including 875 hours. A 40 hour a week employee shall be entitled to receive full pay for 50% of all accrued sick leave over 468 hours up to and including 720 hours and full pay for 75% pay for all sick leave over 720 hours, up to and including 1000 hours.

13.5 The appointing authority may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay, but must require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than three consecutive working days.

13.6 Sick leave requests must be in accordance with the provisions of Article 13, Sick Leave.

13.7 A pregnant employee, so certified by the employee's physician shall be entitled to use accrued sick leave for any time said employee is unable to work, for medical reasons.

A. At the expiration of maternity leave, the employee shall be returned to the position from which said employee is on leave at the same step of the then current range for said employee's class of position.

B. It is agreed that pregnant employees, who have exhausted their sick leave accruals or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the appointing authority of the anticipated duration of the maternity leave at least two weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three months or more than twelve months and may be extended by mutual consent; and an early return by the employee may be made upon completion of a minimum of three months and written notice of thirty days to the appointing authority.

C. A pregnant employee shall not be required to commence maternity leave prior to childbirth, unless unable to satisfactorily perform the job duties.

13.8 Whenever an employee shall be absent from their duties and receiving compensation as provided in the Workers' Compensation Laws, they shall be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed their regular compensation. Deductions from accumulated credits shall be applied only to that part of their salary which is paid as an addition to Worker's Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay.

13.9 Sick Leave Bank:

A. AOSC/Family Court and the Union agree to establish a Sick Leave Bank Committee who shall be responsible to administer the Sick Leave Bank in each bargaining unit covered by this Agreement.

B. The Sick Leave Bank Committee shall be composed of four (4) members, one of whom shall be appointed by the President of the Union and three (3) by the Family Court. The Sick Leave Bank Committee shall establish the rules and procedures to be used by employees who have contributed to the Sick Leave Bank. The Sick Leave Bank Committee, may decide, by majority vote, to permit sick leave bank donations to be made on an as needed basis. Decisions of the Sick Leave Bank Committee to grant sick leave bank days shall be final and shall not be subject to the grievance and arbitration provisions of the contract.

C. The following provisions must be included in the rules and procedures adopted by the Sick Leave Bank Committee:

1. The Committee must review the sick leave utilization of any member of the Sick Leave Bank who applies for sick leave from the bank. Sick leave will not be granted to an applicant with evidence of prior sick leave abuse in his or her personnel file or attendance record. Prior utilization of sick leave does not by itself indicate sick leave abuse.

2. The Committee must require adequate evidence of catastrophic illness or injury, which is not job-related, of an employee only (not any family member).

3. The maximum amount of sick leave that the Committee may grant shall be 480 hours per employee assigned to a forty (40) hour work week and 420 hours per employee assigned to a thirty-five (35) hour work week. Hours granted shall not exceed the total hours available in the Bank.

4. Employees must make contributions to the Sick Leave Bank on January 15 of each calendar year. Any employee who does not make a contribution to the Bank shall not be eligible to apply to the Bank for any sick leave.

5. Members of the bargaining unit who wish to be eligible to apply to the Bank for sick leave shall contribute eight (8) hours of sick leave if assigned to a forty (40) hour work week and seven (7) hours of sick leave if assigned to a thirty-five (35) hour work week.

6. An employee who applies to the Sick Leave Bank must have used all available accrued and accumulated leave including vacation and personal leave.

7. Part-time employees may participate on a pro rated basis.

D. Any unused sick leave remaining in the Sick Leave Bank on December 31 shall not be carried forward into the next year.

E. If during the calendar year the Sick Leave Bank falls below three hundred fifty (350) hours, the Sick Leave Bank Committee may solicit additional contributions of one additional day (8 hours or 7 hours) from those employees who made a contribution on January 15 of that calendar year.

ARTICLE 14 HEALTH & WELFARE

14.1 The State on behalf of AOSC will maintain the current health benefits through June 30, 2012, or a substantially equivalent package of benefits delivered through a Preferred Provider Organization (PPO), except as modified as set forth herein.

14.2 The employee waiver will be increased from \$1,300 to \$2,002 effective January 1, 2002.

14.3 The State on behalf of AOSC will provide a vision/optical care program for the employee.

14.4 Dental Program: The State on behalf of AOSC will provide a dental plan for the employees and their family. The coverage shall be \$1,200 under the dental program to be effective upon the expiration of the current dental program.

a. Co-share: Effective the pay date, Friday, August 8, 2008, eligible employees shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

For full time employees:

Effective the pay date Friday, August 8, 2008:

Individual Plan		Family Plan	
Less than \$45,000	12%	Less than \$25,000	8%
\$45,000 to less than \$75,000	15%	\$25,000 to less than \$35,000	11.5%
\$75,000 to less than \$90,000	18%	\$35,000 to less than \$45,000	12%
\$90,000 and above	25%	\$45,000 to less than \$75,000	15%
		\$75,000 to less than \$90,000	18%
		\$90,000 and above	25%

Effective July 1, 2009:

Individual Plan		Family Plan	
Less than \$45,000	15%	Less than \$45,000	13.5%
\$45,000 to less than \$90,000	20%	\$45,000 to less than \$90,000	20%
\$90,000 and above	25%	\$90,000 and above	25%

Effective July 1, 2010:

Individual Plan		Family Plan	
Less than \$46,350	17.5%	Less than \$46,350	14%
\$46,350 to less than \$92,700	20%	\$46,350 to less than \$92,700	20%
\$92,700 and above	25%	\$92,700 and above	25%

Effective July 1, 2011:

Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$47,741	15%
\$95,481 and above	25%	\$47,741 to less than \$95,481	20%
		\$95,481 and above	25%

Effective the pay date, Friday, August 8, 2008, eligible part time employees (scheduled hours <35.0 for a 35.0 hour position or <40.0 for a 40.0 hour position) shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits

and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions.

Effective the pay date, Friday, August 8, 2008:

Individual or Family Plan	
Less than \$55,000	15%
\$55,000 to Less than 90,000	20%
\$90,000 and above	35%

Effective July 1, 2010:

Individual or Family Plan	
Less than \$90,000	20%
\$90,000 and above	35%

Co-share payment increases in fiscal years 2010, 2011 and 2012, to the extent that they result from premium increases, rather than increases in the co-share percentages, shall be capped at 10% each year.

Due to the delay in implementing the Plan Design changes, the co-share contributions shall be based upon the pre-October 1, 2008 working rates thru November 22, 2008.

b. Plan Design

Effective November 23, 2008, the following co-pays shall be in effect:

1. Primary Care office visit co-pay is \$10 (includes internal medicine, family practice, pediatrics and geriatrics);
2. Emergency room co-pay to increase to \$100;
3. Urgent Care co-pay to increase to \$35;
4. Specialist office visit co-pay to increase to \$20 (includes all physicians other than primary care physicians);
5. The drug co-pay for a 31-day supply shall be as follows:

Tier 1	Tier 2	Tier 3
\$5.00	\$20.00	\$40.00

There is no separate co-pay arrangement for 60-day supplies or 100 units.

Effective November 23, 2008, the following change shall be in effect:

- (1) Mail order network pharmacies: 3 month supply of a prescription drug for 2 co-payments. Maximum fill is 3 month supply.

Effective January 1, 2009, the following dental change shall be in effect:

(1) Dental plan crown coverage shall be changed to 80%.

c. Employee Waiver Payment

Effective July 1, 2011, the employee waiver shall be reduced by 50% to \$1001.

6. FlexPlan

Effective July 1, 2008, AOSC will offer a medical flexible spending account plan in addition to the dependent care flexible spending account plan. Flexible spending accounts permit employees to payroll deduct a portion of their pay on a pre-tax basis for the payment of qualified medical and dependent care expenses.

7. Wellness Incentive

Employees participating in the medical plan and who meet the wellness criteria established by AOSC, in consultation with the Union, shall receive a reduction in medical insurance co-share payments up to a maximum of \$500 per year. The earned reductions in medical insurance co-share payments shall be awarded to active employees in FY 2009 or the fiscal year following the employee's participation in the wellness activities.

The Wellness Incentive program will integrate preventative and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, obtaining a primary care physician, wellness coaching programs, preventive screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key points in assessing an individual's overall health.

**ARTICLE 15
RETIREMENT**

15.1 It is agreed by the parties hereto that all employees covered by this Agreement shall be the recipients and beneficiaries of all retirement benefits contained in the General Laws of the State of Rhode Island as amended from time to time, as well as of any rules and regulations or determinations made by the State Retirement Board as set forth in Title 36, Chapter 8 of the General Laws of the State of Rhode Island as it pertains to said Board's establishment of rules and regulations for the administration and transaction of the business of the retirement system.

**ARTICLE 16
RETIREE MEDICAL COVERAGE**

16.1 AOSC and the Union have agreed that any employee covered by the contract that retires in accordance with R.I.G.L. 36-8-1 et seq. shall be able to elect to receive employer paid individual medical coverage.

16.2 An employee who elects to receive individual medical coverage must notify their appointing authority not less than two weeks notice of their intention to retire.

16.3 An employee who elects to receive individual medical care coverage shall receive basic individual existing coverage and major medical or its equivalent. If an employee retires under this provision prior to reaching age sixty-five, in that event, when such an employee reaches age sixty-five, they shall receive individual plan sixty-five or its equivalent. If an employee has already reached age sixty-five and elects to receive individual medical coverage under the provision, they shall receive individual plan sixty-five or its equivalent. The application of this provision shall be consistent with State law.

16.4 An employee who elects individual medical coverage under this provision may elect to purchase medical coverage for the family at their expense at the group rate.

16.5 Present employees who have at least thirty years of service and who are not covered under the provisions of FICA and are therefore not entitled to medicare supplement shall continue to receive medical coverage and the State shall pay ninety percent of the cost. When such employee reaches the age of sixty-five, the State agrees to pay one hundred percent of the premium.

16.6 The following formula will be used for paying the cost of individual coverage for employees who retire:

Years of Service	Age	State's Share	Employee's Share
10-15	60	50%	50%
16-22	60	70%	30%
23-27	60	80%	20%
28+	--	90%	10%
28+	60	100%	0%
35+	Any	100%	0%

16.7 At Age sixty-five, upon reaching eligibility for Medicare supplement, the formula shall be increased as follows:

Years of Service	Age	State's Share	Employee's Share
10-15	65+	50%	50%
16-19		70%	30%
20-27		90%	10%
28+		100%	0%

The parties hereto agree that notwithstanding the formulas and/or shares set forth in Sections 45.6 and 45.7 above, the provisions of R.I.G.L. 36-12-4 and any successor statutory language shall be controlling in any conflict between this provision and the statute.

ARTICLE 17
GROUP LIFE INSURANCE

17.1 It is agreed that all employees shall be eligible to participate in the State Employees' Group Life Insurance Program, as established by 36-12-6 of the General Laws of 1956, as amended.

17.2 The following provisions of the insurance program are set forth herein:

a. Each new employee will be automatically covered, unless such employee designates in writing that they desire not to be insured.

b. Each covered employee will be provided with an amount of group life insurance equal to the amount of their annual compensation taken to the next higher multiple of one thousand dollars, plus an equal amount of group accidental death insurance with dismemberment coverage.

c. Each such amounts of insurance will be reduced by one percent thereof at the end of each calendar month following the date the employee attains the age of sixty-five years until the amount of such insurance reaches twenty-five percent of the coverage in force immediately prior to the employee's sixty-fifth birthday.

d. The cost to the employee of such insurance shall not exceed the rate of twenty-five cents bi-weekly for each one thousand dollars of their group life insurance.

e. Upon an employee's termination from state service, the policy may be converted to an individual policy of life insurance at standard rates.

ARTICLE 18
LEAVE WITHOUT PAY

18.1 It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay, not to exceed six months, subject to renewal for reason of personal illness, disability, educational improvement or other purpose deemed proper and approved by the appointing authority and Personnel Administrator. Approval of such leaves shall not be unreasonably withheld.

18.2 At the expiration of such leave, the employee shall be returned to the position from which they are on leave at the same step of the then current range for their class of position.

18.3 Duly elected Union representatives to Union conferences or conventions shall, upon request, be granted up to ten work days per year of leave without pay, not to exceed three (3) employees.

**ARTICLE 19
JURY LEAVE**

19.1 Every employee covered by this agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from their regular duties during the actual period of such duty and shall receive their jury duty pay or their regular pay, whichever is the greater.

19.2 Every employee covered by this agreement, who is subpoenaed to appear in Court on State business on a day off or during vacation, shall be compensated for the time expended.

Any employee who expends time in accordance with this section shall be paid at the rate of time and one-half.

**ARTICLE 20
MILITARY LEAVE**

20.1 Every employee covered by this agreement who has left or shall leave his/her position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission, or otherwise) is entitled to and is hereby granted military leave of absence from said position, commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

20.2 For the first sixty (60) calendar days of such absence, each such employee who has been employed for one-hundred eighty or more calendar days within the twelve months next preceding such entrance into the armed forces shall be paid by AOSC the difference between the employee's Family Court salary and military base pay.

20.3 Employees who are called up to military duty in defense of our Nation and mobilized in excess of sixty (60) days shall be paid the difference between the employee's AOSC salary and military base pay for as long as the employee remains deployed on active duty. If the employee provides documentation of his/her military base pay rate, AOSC shall provide for payments under this Section on an on-going basis through direct deposit or other payment method. The employee shall notify AOSC at the conclusion of the period of mobilization, so that adjustments may be made to reflect actual military base pay received. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall cancel such payments.

20.4 In no case shall such employee receive more than the amount the employee would have received had the employee not been absent from his/her position.

No employee shall be allowed to receive pay more than once under this Article for Military Leave for training purposes in a three (3) year period.

20.5 Employees on paid leave, described in paragraphs 20.2 and 20.3 above, shall accrue such sick leave and annual leave credits as would have accrued while working in said position.

20.6 Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.

20.7 At the conclusion of such military leave of absence, the employee shall be returned to his/her position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such return may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

ARTICLE 21 MILITARY TRAINING LEAVE

21.1 Employees covered by this agreement who, by reason of membership in the United States Military, Naval or Air Reserve of the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen working days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen working days, they shall be granted leave without pay for this purpose.

21.2 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

21.3 Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one day or training period voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

ARTICLE 22 BEREAVEMENT LEAVE

In the event of death in the employee's family, the employee shall be entitled to absence with full pay "per death" not chargeable to the employee's sick leave accumulation for:

a. four (4) days in the case of the death of a spouse (including domestic partner), child (including foster child or stepchild who resides with the employee), mother, father, brother, or sister;

b. three (3) days in the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild or any other relative living in the employee's household;

c. one (1) day in the case of the death of an aunt, uncle, sister-in-law or brother-in-law.

If more than the above days of bereavement leave are needed, such additional time must be charged to annual or personal leave.

Should a bargaining unit employee desire to discharge Personal Leave, or Vacation Leave to attend the funeral service of an extended family member not covered within the Bereavement Leave provision of the parties' collective bargaining agreement, then said bargaining unit employee shall be able to utilize Personal Leave or Vacation Leave to attend the funeral services of said extended family member.

ARTICLE 23 PERSONAL BUSINESS LEAVE

23.1 AOSC shall allow each employee a maximum of thirty-two hours or the equivalent of four working days leave with pay per fiscal year to be used for personal business and/or religious observance.

23.2 Employees shall not be required to state the reason for personal leave.

23.3 Prior approval for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of division functions.

23.4 Personal leave shall not be carried over from year to year.

23.5 Grievances arising out of this provision shall be filed directly with the Administrator of the Court; a hearing and decision shall be rendered within twenty-four hours of the receipt of such grievance.

23.6 Employees originally appointed prior to April 1st shall be entitled to four personal leave days as provided in this Article.

23.7 Employees originally appointed between April 1st and prior to June 30th shall be entitled to three personal leave days as provided in this Article.

23.8 Employees originally appointed between July 1st and September 30th shall be entitled to two personal leave days as provided in this Article.

23.9 Employees originally appointed after September 30th shall be entitled to one personal leave day as provided in this Article.

ARTICLE 24
MILEAGE PROVISIONS

24.1 When an employee is required by the employer to use his or her vehicle to carry out his/her official duties he/she will be paid mileage at the rate set by the federal General Services Administration. The GSA mileage rate shall be adjusted on July 1st and January 1st of each year to reflect the rate that is in effect on those dates and in accordance with the State travel policy.

ARTICLE 25
BULLETIN BOARDS

25.1 AOSC agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted. All notices shall be on Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the State or AOSC or its representatives, or which constitutes political election campaign material for or against any person, organization or faction thereof.

ARTICLE 26
UNION COMMITTEE

26.1 Designated Union members or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and meetings and conferences on contract negotiations with Court officials. Such time shall be with the approval of the department director involved, and such approval shall not be unreasonably withheld. It is understood that full accountability for the use of such paid leave is a legitimate management concern.

26.2 No Union steward or committee member or representative shall be discriminated against as a result of performance of legitimate Union business.

26.3 The Union shall furnish AOSC and Family Court with a written list of its officers immediately after their designation and shall promptly notify AOSC and Family Court of any change in such officers.

26.4 Union staff representatives will be permitted to visit Union officers and committee members on Family Court premises for the purpose of discussing Union business.

26.5 The AOSC agrees to pay the cost of printing the agreement and will provide sufficient copies to the Union.

ARTICLE 27
DISCIPLINE & DISCHARGE

27.1 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article 28. If the appointing

authority has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of one year, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records, oral reprimands shall be removed from the personnel file after six months. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entry in their personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon the employee's written request and shall be disclosed to the employee's Union representative. Where appropriate, disciplinary action or measures shall include only the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension and/or demotion where appropriate
4. Discharge

When any disciplinary action is to be implemented, the Appointing Authority shall before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

27.2 The Appointing Authority shall not discharge or suspend an employee without just cause. Within two weeks of such suspension or discharge, the Union may file a grievance with the State Court Administrator as set forth in Article 28, Step 2.

27.3 In the event that an employee is dismissed, demoted or suspended under this section, and such employee appeals such action and their appeal is sustained, they shall be restored to their former position and compensated at their regular rate for any time lost during the period of such dismissal, demotion or suspension.

27.4 An employee may be granted a demotion upon request, when recommended by the appointing authority and approved by the State Court Administrator. In this instance their current status shall be transferred to the lower class.

ARTICLE 28 GRIEVANCE PROCEDURE

28.1 For the purpose of this agreement, the term "grievance" means any difference or dispute between AOSC and the Union, or between AOSC and any employee with respect to the interpretation, application, or violation of any of the provisions of this agreement.

28.2 There shall be a grievance procedure as follows:

Step 1.

a. A grievance shall be presented by the aggrieved employee and/or by the Union within ten (10) days of the employee's and/or Union's knowledge of the occurrence of such grievance.

b. An aggrieved employee shall discuss their problem with their Union representative and immediate supervisor, who shall attempt to settle the problem within one working day.

Step 2. Family Court Administrator

a. If the grievance is not resolved in Step 1 above, it shall be reduced to writing and submitted to the Family Court Administrator or his/her designee by the aggrieved employee and/or by the Union within fourteen (14) days of the employee's and/or Union's knowledge of the occurrence of such grievance. The written grievance shall set forth the factual and contractual allegations of the grievance, as well as the relief requested. The aggrieved employee and/or the Union representative shall meet, within fourteen (14) days of the submission of the written grievance, with the Family Court Administrator or his/her designee who shall conduct a hearing on the grievance. Two (2) Union officers and the aggrieved may present the grievance at the hearing. The Family Court Administrator or his/her designee shall render a written decision to the Union and to the employee within fourteen (14) days of the hearing. The decision shall respond to the factual and contractual allegations of the grievance.

Step 3.

a. If the grievance is not resolved in Step 2 above, it shall be submitted in writing to the designee of the State Court Administrator by the aggrieved employee and/or by the Union within fourteen (14) days of the employee's and/or Union's knowledge of the occurrence of such grievance. The written grievance shall set forth the factual and contractual allegations of the grievance, as well as the relief requested. The aggrieved employee and/or the Union representative shall meet, within fourteen (14) days of the submission of the written grievance, with the State Court Administrator's designee who shall conduct a hearing on the grievance. Two (2) Union officers and the aggrieved may present the grievance at the hearing. Such designee shall render a written decision to the Union and to the employee within fourteen (14) days of the hearing. The decision shall respond to the factual and contractual allegations of the grievance.

Step 4.

a. In the event the grievance is not settled in a manner satisfactory to the aggrieved member and/or the Union, then such grievance may be submitted to arbitration in the manner provided herein, within thirty (30) days from the transmittal of the Step 3 decision. Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. AOSC, on request, will produce payroll and other records, as necessary. Members of the Union committee, steward, the aggrieved

employee and employee witnesses who are AOSC employees will be paid at their regular rate up to their normal quitting time for time spent in processing grievances. The Union representative will have the right to assist the aggrieved at any step of the grievance procedure.

Miscellaneous

a. Nothing contained herein deprives an individual employee of the right to process their grievance without Union representation. If such grievance is processed without Union representation, the facts and disposition of said grievance will be furnished to the Union.

b. The grievant may be represented by a third party at Step 2 or 3 of this procedure, upon the mutual consent of AOSC and the Union in writing.

c. It is also agreed that in all cases of suspension, dismissal or class actions, the aggrieved and/or the Union may go immediately to Step 3 of the grievance procedure.

28.3 AOSC shall allow each employee in the bargaining unit the right, upon written request, to review the contents of their personnel file. No material derogatory to an employee's conduct, service, character or personality will be placed in said employee's personnel file, unless they have had an opportunity to review the material.

Material including references obtained relative to an employee's initial appointment shall be considered confidential and not subject to review by the employee.

28.4 Sustained grievances will be implemented or the necessary paperwork to implement the decision will be initiated within five (5) working days after the receipt of the decision by the Family Court or AOSC as applicable.

ARTICLE 29 ARBITRATION

29.1 If a grievance is not settled under Article 28, such grievance shall, at the request of the Union or AOSC, be submitted to arbitration. The parties shall attempt to mutually agree on an arbitrator through such procedures, as they consider appropriate. In the absence of an agreement the matter will be referred to the Labor Relations Connection.

29.2 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

29.3 Only grievances arising out of the provisions of this contract, relating to the application or interpretation thereof, may be submitted to arbitration.

29.4 All matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this section shall not be applied to any obligation arising under this agreement.

29.5 All submissions to arbitration must be made within 30 days after the grievance procedure decision.

29.6 Discharge, suspension, health and safety grievances must be heard in arbitration within four months and the demand must be filed within ten days of the grievance decision, if the Union desires an accelerated arbitration on such issues, and same will be scheduled, if possible.

ARTICLE 30 HEALTH & SAFETY

30.1 AOSC shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees.

30.2 Each supervisor shall take prompt and appropriate action to correct any unsafe conditions or actions which are reported to or observed by them.

30.3 The members of the local may report conditions which they consider unhealthy or unsafe to the President of the Local who shall be authorized to submit them to the Health and Safety Committee of the AOSC for consideration.

ARTICLE 31 TUITION REIMBURSEMENT

31.1 Employees within the bargaining unit under this program may apply to have the cost of tuition and required books reimbursed for approved courses taken at approved or accredited colleges or universities, trade schools or continuing adult education programs which are job related or required as part of job related degree programs and for which the employee receives at least a Grade C for undergraduate courses and a Grade B for graduate courses. Requests to take courses under the program must be presented in advance to the employee's appointing authority who will make recommendation for approval or denial to the Education Committee.

31.2 Tuition reimbursement shall be funded in an amount not to exceed \$3,000 per calendar year. Unused funds shall not be carried from one year to another.

31.3 Employees under this program shall not be allowed to attend courses during the employee's normal working hours.

31.4 An Education Committee shall be established consisting of two members appointed by Council 94 and two members appointed by AOSC. The Committee shall review all course requests and shall provide all policies and procedures for

implementation of the tuition reimbursement program for both undergraduate and graduate programs.

31.5 Course reimbursement shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Course reimbursement shall be made in a fair and equitable manner as determined by the Committee. The decision of the Committee is not subject to the grievance and arbitration provisions of the collective bargaining agreement.

**ARTICLE 32
EDUCATION & TRAINING PROGRAM**

32.1 AOSC and the Union recognize the need for the development and training of employees to fulfill Court 's workforce requirements for maintaining the efficiency of operations, quality, and service. AOSC subscribes to the principles of career ladders and promotions from within its organization.

**ARTICLE 33
TESTING**

33.1 Employees who have the education and/or experience or have been previously admitted to the subject examination; or if the examination is for a position in the same pay grade or lower shall be given administrative leave to take such civil service examination upon timely application.

**ARTICLE 34
NON-PERFORMANCE OF BARGAINING UNIT WORK**

34.1 Work normally performed within an established bargaining unit shall not be performed by any employee outside said bargaining unit, except in an emergency situation.

Notwithstanding the above, the provisions of this Article 34 will have no impact or application to any of the contract positions listed in Appendix A and attached to this Agreement and the Union agrees that performance of work by contract employees in the listed positions does not constitute a violation of this article or the provisions of the collective bargaining agreement.

**ARTICLE 35
LEGAL DEFENSE**

35.1 AOSC agrees to provide legal defense for and to hold harmless the employees who are defendants in civil litigation arising from their conduct on behalf of AOSC consistent with R.I.G.L. 9-31-8.

Except as provided in Section 9-31-9, the attorney general shall, upon a written request of an employee or former employee of the state of Rhode Island/AOSC, defend any action brought against the state/AOSC employee or former state/AOSC employee, on account of an act or omission that occurred within the scope of his or her employment with the state/AOSC.

**ARTICLE 36
NO STRIKES OR LOCKOUTS**

36.1 The Union and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will AOSC lockout its employees during the terms of this agreement.

36.2 It is agreed that all provisions of this agreement are binding on each of the individuals covered by this contract.

36.3 If, during the life of this agreement any employees represented by the Union engage in a strike, work stoppage or slowdown contrary to Article 36.1, the Union shall promptly notify the State Court Administrator, in writing, that the action is unauthorized and shall promptly take steps to end the unauthorized action. AOSC agrees that if the Union complies with these requirements, the Union shall not be liable for any damages caused by unauthorized strike, work stoppage or slowdown.

**ARTICLE 37
SEVERABILITY**

37.1 In the event that any Article, section or portion of this agreement, or any arbitrator's decision rendered under the terms of the agreement, is found to be invalid by a decision of a tribunal of competent jurisdiction or is unreasonably inconsistent with a national policy of wage and price controls, or shall have the effect of loss to the state or AOSC of funds made available through federal law, then such specific arbitrator's decision, Article, section or portion specified in such tribunal decision or so in conflict or having such effect shall be of no force and effect, but the remainder of this agreement shall continue in full force and effect. In such an event, either party shall have the right immediately to reopen negotiations solely with respect to a substitute for such Article, section or portion. The parties agree to use their best effort to contest any such loss of federal funds which may be threatened.

37.2 Except as otherwise expressly provided herein, AOSC agrees during the term of this Agreement to continue in the same manner as occurred prior to the signing of this Agreement only the following benefits for employees of the Family Court:

Clerk incentive pay as provided for in accordance with R.I.G.L. 8-4.1.

Summer hours – between July 4 and Labor Day Family Court employees covered by this Agreement will have a schedule of 8:30 am to 4 pm with a one-half hour lunch.

Provide pay to any qualified employee who performs language interpreting (other than English) on 2 or more occasions in a MONTH.

A State car for the Court Aide position for purpose of transporting files.

In addition to the above items, the Family Court may provide parking for employees that may include, based on factors including but not limited to availability of funding or statutory mandates, free parking, park & ride or other reasonable accommodations as determined by AOSC.

ARTICLE 38 ALTERATION OF AGREEMENT

38.1 AOSC and the Union acknowledge that this agreement represents the results of collective bargaining negotiations between the said parties conducted under and in accordance with the provisions of the Labor Relations Act and constitutes the entire agreement between the parties for the duration of the life of said agreements; each party waiving the right to bargain collectively with each other with reference to any subject matter, issue, or thing whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this agreement.

38.2 It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing.

38.3 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 39 PARITY

39.1 Subsequent to the ratification of this agreement by Council 94, any increases in wages or health care benefits received by any other labor organization in AOSC through negotiations, beyond those contained herein, shall be extended to employees covered by this agreement.

ARTICLE 40 TERMINATION & REOPENING OF AGREEMENT

40.1 This agreement shall be in force from July 1, 2009 through June 30, 2012.

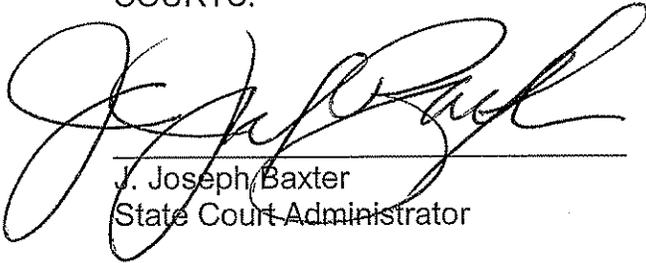
40.2 This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing ninety days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than sixty days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement to the other party. In the

event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten days prior to the designated termination date.

IN WITNESS WHEREOF, the parties have set their hands this 9th day of July, 2010.

FOR:
THE STATE OF RHODE ISLAND,
RHODE ISLAND JUDICIARY,
ADMINISTRATIVE OFFICE OF STATE
COURTS:

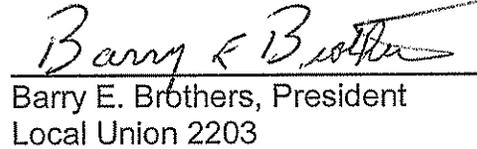
FOR:
COUNCIL 94, AFSCME, AFL-CIO:



J. Joseph Baxter
State Court Administrator



J. Michael Downey, President
Rhode Island Council 94



Barry E. Brothers, President
Local Union 2203

Appendix A

Name	Title	Federal Funding?	Court	Hours/Week
Bernardo, Helen	Social CaseworkerII/CASA	N	Family	10
Bruno, Collette	Social CaseworkerII/CASA	N	Family	8
Greentund, Mary	Social CaseworkerII/CASA	N	Family	8
Hayes, Maria	Social CaseworkerII/CASA	N	Family	8
McGovern, Mary	Social CaseworkerII/CASA	N	Family	8
Ryan, Meghan Ann	Social CaseworkerII/CASA	N	Family	8
Waters, Dormica	Data Entry Operator 2	Y (66%)	Family	35
Dennis, Anthony	Data Entry Operator 2	Y (66%)	Family	35
Kando, Charles	Case Mgr - Drug Court	Y	Family	35
Sandroff, Daniel	Case Mgr - Drug Court	Y	Family	35
Cutler, Amanda	Data Entry Operator 2	Y	Family	35
Proulx, Norman	Grant Project Specialist-5000	Y	Family	20
Duquenoey, Jonathan	Grant Project Specialist-1500	Y	Family	35
Pezzuti, Robert	Data Entry Operator 2	N	Family	35
DeAngelis, Kristina	CASA Volunteer Coordinator	Y	Family	40
	Grant Project Specialist-2644	Y	Family	
Paliotta, Michelle	Grant Project Specialist-3500	Y	Family	35
Whitford, Catherine	Grant Project Specialist-2100	Y	Family	35
Placella, Nicole	Data Entry Operator 2	Y	Family	35
Seebeck, Kim	Grant Project Specialist -2400	Y	Family	35

Vacant positions

Name	Title	Work Being Performed	Grant?	Court	Hours/Week
VACANT 1	Data Entry Operator 2	Juvenile Drug Court	N	Family	1
VACANT 4	Data Entry Operator 2	Stop Truancy Outreach	Y	Family	35
VACANT 5	Data Processor 4	Drug Court 2	Y	Family	20
VACANT 2	Grant Project Specialist-3500	Court Improvement	Y	Family	1
VACANT 6	Psychiatrist	Mental Health Court	Y	Family	8
VACANT7	Data Entry Operator 2	Stop Truancy Outreach	Y	Family	35

Appendix B

Workers' Comp. Ct. (non-court reporters)

Family Court (new local)

SCHEDULE 300

UNCLASSIFIED ANNUAL SALARIES

Effective June 21, 2009

301	27201	27524	27858	28345		329	54273	56158	58125	61158
302	27201	27582	27910	28237	28729	330	56316	58289	60338	63447
303	27582	27910	28237	28567	29111	331	58451	60500	62630	65905
304	27910	28237	28567	28952	29495	332	60579	62711	64925	68364
305	28237	28620	29004	29386	29986	333	62793	65003	67301	70816
306	28620	29030	29441	29823	30422	334	65003	67301	69670	73364
307	29030	29468	29877	30315	30971	335	67215	69596	72052	75905
308	29468	29935	30372	30807	31520	336	69426	71885	74429	78442
309	29935	30479	30971	31464	32231	337	71806	74349	77049	81061
310	30479	31080	31575	32119	32938	338	74349	77049	81061	85082
311	31080	31682	32231	32775	33651	339	77049	81061	85082	89092
312	31682	32395	32938	33542	34414	340	81061	85082	89092	93101
313	32395	33105	33706	34311	35243	341	85082	89092	93101	97121
314	33105	33818	34414	35074	36080	342	89092	93101	97121	101138
315	33818	34582	35243	35909	37049	343	93101	97121	101138	105137
316	34582	35458	36205	36987	38263	344	97121	101138	105149	109165
317	35458	36324	37111	38000	39385	345	101138	105149	109165	113180
318	36324	37302	38198	39117	40634	346	105149	109165	113180	117192
319	37302	38396	39323	40349	41950	347	109165	113180	117192	121207
320	38396	39595	40634	41730	43578	348	113180	117192	121207	125225
321	39595	40834	41950	43271	45289	349	117192	121207	125225	129239
322	40834	42179	43500	44824	46917	350	121207	125225	129239	133258
323	42179	43731	45056	46452	48628	351	125225	129239	133258	137267
324	43731	45289	46688	48162	50507	352	129239	133258	137267	141286
325	46917	48396	50016	52550		353	133258	137267	141286	145305
326	48628	50263	51979	54602		354	137267	141286	145305	149318
327	50427	52141	53947	56729		355	141286	145305	149318	153336
328	52310	54110	55994	58861						